

EXAMPLES—RETIREMENT AT AGE 65

Assume you have participated fully in Part B of the Program and retire June 1, 1980 at age 65 with 30 years of credited service.

YOUR COMBINED MONTHLY GM AND SOCIAL SECURITY BENEFITS ESTIMATED FOR RETIREMENT ON JUNE 1, 1980							
Contri- butions to age 65	Assumed Average Monthly Base Salary Highest 60 of 120 Months Before Retirement	Monthly Benefit Amounts					
		Part A		Part B		Social Security (Maximum)	
		Primary	Supple- mentary	Self	Spouse	Total	
\$ 8,400	\$ 5	\$ 301	\$ 335	\$ 39	\$ 570	\$ 265	\$ 1,730
9,930	1,800	501	516	129	570	265	2,001
10,650	2,100	501	554	219	570	265	2,129
11,340	2,700	501	590	309	570	266	2,255

NOTE: Amounts are rounded to the nearest dollar. Increases in both Part A and Part B benefits which are scheduled to become effective subsequent to June 1, 1980 would be added to the amounts shown in all cases. You and your spouse are assumed to be the same age. You and your spouse may receive lower benefits from Social Security than the estimated amounts shown above if you earned less than the maximum amount subject to Social Security taxes.

MORE INFORMATION ABOUT YOUR RETIREMENT BENEFITS

Additional information about Salaried Retirement Program benefits appears elsewhere in this booklet under applicable headings. For

more information about your retirement, you should contact your personnel department.

OTHER BENEFIT PROGRAM COVERAGES—AFTER RETIREMENT

Savings-Stock Purchase Program

You may receive a lump sum distribution of your account, including full earn-out of GM contributions (except for voluntary retirement as early as age 55 and prior to age 60 when your combined years of age and credited service total less than 65—in which case you will receive earned-out GM contributions).

Deferral of Distribution—if you retire during a year in which you will not reach or exceed age 65, you may defer the receipt of your account until the next year.

Lifetime Annuity Contract—in lieu of receiving your account in a lump sum at retirement or

deferring receipt of your account, you may elect to convert all or part of your eligible assets to an annuity which will provide a monthly income after retirement. The conversion would be made through an insurance carrier selected by General Motors, at favorable group rates.

Individual Retirement Account—Another alternative available at retirement, outside the Savings-Stock Purchase Program, is the conversion or “roll over” of certain assets to an Individual Retirement Account (IRA). Similar to the Annuity Option, an IRA will provide for deferred income. The “roll over” of assets is arranged

between you and a bank or investment company of your choice.

Refer to page 21 for additional information on the Savings-Stock Purchase Program.

Employee Stock Ownership Plan

You will receive two distributions of your account following your retirement. The first distribution will be in February following the year of retirement. It will consist of your entire balance at that time. In February of the second year following the year of termination, the amount allocated to your account for the year in which you retired will be distributed. Refer to page 26 for additional information about the Employee Stock Ownership Plan.

Health Care Coverages

Your basic Health Care coverages (except vision prior to October 1, 1980) will be provided at GM expense for your lifetime (except for voluntary retirement as early as age 55 and prior to age 60 when combined years of age and credited service total less than 85, or for retirement as early as age 60 and prior to 65 without retirement benefits).

If you retire voluntarily as early as age 55 and prior to age 60 when your combined years of age and credited service total less than 85, or retire as early as age 60 and prior to 65 without retirement benefits, you may continue your basic Health Care coverages for your lifetime provided you pay the full monthly cost.

During periods that basic coverages are in effect, you also may continue your comprehensive medical expense insurance coverage by making the monthly contributions applicable to retirees (see page 6) or by paying the full monthly cost if applicable.

Life Insurance

Your basic life, extra accident, and survivor income benefit insurance will be continued at GM expense until age 65 (except for voluntary retirement as early as age 55 and prior to age 60 when your combined years of age and credited service total less than 85). At age 65, extra accident and survivor income benefit insurance ceases.

If you retire voluntarily as early as age 55 and prior to age 60 when your combined years of age and credited service total less than 85, you may continue your basic life, extra accident, and survivor income benefit insurance to age 65, provided you pay 50 cents per month for each \$1,000 of basic life insurance in force.

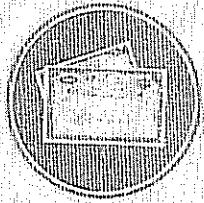
Refer to page 36 for an explanation of continuing life insurance protection after age 65.

If you have at least 5 years of participation at age 60 and cease active work for any reason, you may continue basic life, extra accident, and survivor income benefit insurance to the end of the month in which you attain age 65. If you are eligible for retirement benefits, General Motors will pay the full cost of such insurance. If you are not eligible for retirement benefits, you must contribute 50 cents per month for each \$1,000 of basic life insurance in force.

Optional and dependent group life insurance may be continued to age 70 provided that your basic life insurance remains in force and you pay the required monthly contributions. See page 37 for further explanation of these coverages after age 65.

Personal Accident Insurance

You may continue this insurance on yourself and any eligible dependents for your lifetime, by paying the required premiums. However, after you are age 70, insurance in force on any person insured may not exceed \$50,000.



Saving With General Motors

UNDER THE GM SAVINGS STOCK PURCHASE PROGRAM

The purpose of the Savings-Stock Purchase Program is to help you accumulate savings and to provide you an opportunity to acquire a stock interest in General Motors.

You Are Eligible . . .

to participate in the Program if you have at least 6 months of continuous employment. You may withdraw from the Program at any time.

How the Program Works

You may save up to 15% of your eligible salary (base salary plus cost of living allowance, if any) each month through payroll deductions or cash contributions. General Motors contributes one dollar for each dollar you save up to 5% of your eligible salary. General Motors will contribute 60 cents for each dollar you save from 5% to 10% of your eligible salary. Your savings above 10% of your eligible salary will not be matched by GM contributions. All funds are turned over to a trustee for investment in securities.

Of the amount you save up to 10% of your eligible salary, one-half must be invested in GM common stock. All of the rest of your savings will be invested in one of five available investment options described later. All of the amount contributed by General Motors is invested in GM common stock.

The chart below illustrates how the Program works.

Dividends and other earnings on all these assets are reinvested under your account as received.

Savings Are Accumulated in "Classes" . . .

which are formed each calendar year. You put your savings into a class only during the year in which it is formed.

At the end of the year that class is closed to any further savings. On January 1 of the next year, a new class will be formed.

You Make an Investment Election . . .

requesting the trustee to invest one-half of your savings up to 10% of your eligible salary and all of your savings above 10% of your eligible salary in one of the following options:

* Investment Option #1— U.S. Savings Bonds

These bonds have specified redemption values.

For Each \$1 of Eligible Salary You Save	Amount of Your Savings Invested In		GM Contribution Invested In GM Common Stock
	GM Common Stock	Elected Option	
Up to 5%	\$.50	\$.50	\$1.00
From 5% to 10%	\$.50	\$.50	\$.60
From 10% to 15%		\$1.00	

- **Investment Option #2—Diversified U.S. Government Securities**

This is a portfolio of U.S. Government bonds, notes, and bills, and has a fluctuating value.

- **Investment Option #3—100% GM Common Stock**

This option allows you to invest your savings entirely in GM common stock.

- **Investment Option #4—Income Fund**

This is a fund managed by an insurance company which guarantees a specified minimum annual interest yield over a specified period of time.

- **Investment Option #5—Equity Index Fund**

This is a portfolio of common stocks which is managed by an investment company with the objective of matching the overall investment performance of the stock market.

You may change your investment election once each year. If you do not do so, your previous investment election will continue to apply to each subsequent class until you change it. Once you have made your election for a class, you may not change your election until the next year's class, however.

Class Maturity is Reached 3 Years . . .

alter the end of the year of class formation. At that time the GM contributions in each class are completely earned-out or matured.

GM contributions are earned-out at the rate of 8 1/3% for each complete calendar month beginning January 31 of the third year after the year of class formation. They are fully earned-out, or matured, on December 31 of the third year. For

example, the 1980 class will commence to earn-out January 31, 1983 and will fully earn-out December 31, 1983.

GM contributions in unmatured classes are fully earned-out immediately under most types of retirement and for certain other terminations of employment. (See pages 19, 32, 40, and 43.)

You Make a Distribution Election . . .

which determines when you will receive the assets of a class. You may elect either to:

- leave your assets (other than the portion invested in U.S. Savings Bonds, if any) in that class until your retirement or other termination of employment, subject to withdrawal rights as described later.

— or —

- receive all assets in that class early in the year following maturity.

You may change your distribution election prior to the maturity of each class. If you do not do so, your previous distribution election will continue to apply to each subsequent class until you change it.

Any U.S. Savings Bonds to your credit will be distributed to you automatically upon maturity of the class, regardless of your distribution election.

You May Withdraw At Any Time

If You Withdraw From a Class Before It Matures . . .

you will receive the assets representing your savings, any earned-out GM contributions, and any earnings to your credit in the class. You will not receive unearned GM contributions or earnings thereon.

Any withdrawal prior to class maturity must include all your savings in the class or classes withdrawn.

Withdrawals must be made first from all savings in the class being formed and then from all

savings in one or more previous unmatured classes. Withdrawals are made from classes in the reverse sequence in which the classes were formed. For example, from the 1980 class first and then from the 1979 class, the 1978 class, and the 1977 class.

You may withdraw from an unmatured class once during any calendar year and continue to place savings in the current class. However, if you withdraw a second time during a calendar year, you will not be eligible to add savings for the remainder of the current class. In any event, you may not replace the amount withdrawn.

If You Withdraw From a Class After It Matures . . .

you may withdraw all or any part of your savings from the class without penalty.

After you withdraw all of your own savings in matured classes, you may withdraw assets attributable to GM contributions and earnings on all assets subject to the following:

- A penalty of 6% of the market value of the assets withdrawn would be deducted from future GM contributions to your account. Under tax law a penalty such as this is necessary to permit withdrawals and still maintain favorable tax treatment of benefits under the Program.
- The amount of GM contributions and earnings withdrawn must total at least \$500. If the assets in your matured classes have a value of less than \$500, you will be required to withdraw all such assets.

A Guaranty Protects Your Savings Until the Class Matures

The market value of GM common stock can go down as well as up. You are protected by a guaranty against any substantial downswing in market value of GM common stock until maturity of each class. **No guaranty applies to your savings in excess of 10% of your eligible salary or to your savings in matured classes.**

For Classes Formed Prior to January 1, 1978

If you withdraw from your account or terminate your employment prior to maturity of a class, and if the current market value of all the GM common stock, U.S. Government securities and cash to your credit in that class at that time is less than the amount of your savings plus interest, you will be paid the difference in cash.

If, at maturity of a class, the current market value of all your assets in that class is less than the amount of your savings plus interest, you will be paid the difference in cash.

For Classes Formed On and After January 1, 1978

A uniform guaranty applies to the five investment options available for classes formed on and after January 1, 1978.

The uniform guaranty assures that the portion of your savings which is required to be invested in GM common stock will be returned with interest in an amount equal to that which is payable on U.S. Savings Bonds. Additionally, you will receive the full current value of the rest of your savings invested in the investment option of your choice, including all savings above 10% of your eligible salary, based on the actual performance of that investment option.

Voting Rights

You will be extended the right to vote, through the trustee, all shares (including fractional shares, whether or not those shares are earned-out) in your account in the trust on the record date for voting at each Annual Meeting of Stockholders.

You may exercise your right to vote by completing, signing and forwarding a voting instruction card to the trustee, who will vote by proxy with proper precautions to preserve the complete confidentiality of your vote.

How Assets Are Distributed

You will receive the Program assets to which you are entitled in the following form:

GM Common Stock

At class maturity stock certificates may be registered in your name alone, or in your name with one other individual as a "joint tenant with right of survivorship and not as tenants in common". Shares of stock will be delivered in kind.

In the event of your death, stock certificates will be registered in the name of the beneficiary(ies) you have designated.

In the case of a withdrawal from a class prior to, or subsequent to, its maturity, or upon receipt of a settlement at termination of employment, you may elect to receive stock certificates registered in your name alone, or cash value in lieu of the actual shares of stock.

Other Assets

U.S. Savings Bonds will be registered in your name, or you may elect to receive the cash value in lieu of the actual bonds.

Units to your credit in Diversified U.S. Government securities, the Income Fund or Equity

Index Fund always will be settled in cash. The amount of cash will be based on the current value of the units.

Designation of Beneficiaries

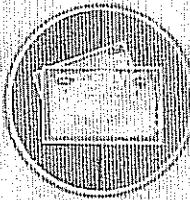
You will be asked to complete a written designation of beneficiary or beneficiaries. This may be changed by you at any time.

Your beneficiary or beneficiaries will receive, in the event of your death, all or part of the assets in your account in accordance with your designation. Assets in your account not affected by your designation, or all of the assets in your account in the absence of such a designation, will be distributed to your estate.

Annual Statement and Tax Information

You will be furnished an annual statement showing the amount of assets to your credit under the Program.

Tax information will be furnished to you from time to time during your participation in the Program — for example, when you make a distribution election, and for most types of distributions of assets.



Stock Ownership in General Motors

UNDER THE GM EMPLOYEE STOCK OWNERSHIP PLAN

The purpose of the General Motors Employee Stock Ownership Plan for Salaried Employees is to provide eligible salaried employees a stock interest in General Motors.

The Plan is funded by GM contributions equal to the additional investment tax credit provided under the Internal Revenue Code for funding such plans. An eligible employee may contribute voluntarily to the Plan and thereby qualify for additional GM contributions matching the amount of such employee contributions. Contributions to the Plan may continue to be made only so long as, and to the extent that, the additional tax credit is available under the tax law.

You Are Eligible . . .

To participate in the Plan if you are a regular classified salaried employee on the first day of the calendar year following completion of 2 years of service and are or will be at least age 24 during the year in which you complete the second year of service. You will be enrolled automatically in the Plan.

The Plan Provides . . .

that for any year in which General Motors elects to claim the investment tax credit currently available under tax law for funding employee stock ownership plans, General Motors will contribute to GM employee stock ownership plans an amount equal to the tax credit for that year. This contribution will include an amount equal to the total amount contributed voluntarily to the plans by employees, up to the maximum permitted by tax law. All of GM's contribution and all amounts contributed by employees will be invested in GM common stock. Shares of stock, including any fractional shares, will be allocated to the accounts of employees as soon as practicable. All assets allocated to an employee's account are

retained by the trustee until the employee's retirement or other termination of employment.

There are two types of GM contributions to the Plan:

- The GM Automatic Contribution

General Motors automatically will contribute a specified amount to the Plan for a plan year as permitted under tax law. You will receive from this contribution an automatic allocation to your plan account.

- The GM Matching Contribution

In addition to the GM automatic contribution to the Plan, General Motors also will contribute an amount which matches the total voluntary contributions of all eligible employees. You must contribute to the Plan in order to receive from the GM matching contribution an allocation to your plan account. Your contribution is used to purchase GM common stock and will be matched dollar-for-dollar with an allocation of GM common stock purchased with the GM matching contribution.

The Amount of Your Automatic Allocation . . .

for any year is determined, in part, by the amount of the total automatic contribution General Motors is permitted to make to the Plan under the tax law. The amount of your automatic allocation also is determined by the relationship of your GM compensation to the total GM compensation of all eligible employees for that year. Compensation in excess of \$35,000 per year is disregarded for allocation purposes under the Plan.

For example, if your eligible compensation for a year is \$20,000 and the automatic allocation for the year is \$2.00 worth of GM common stock for each \$1,000 of eligible compensation, you would receive \$40 worth of GM common stock for that year.

The Amount of Your Matching Allocation . . .

for any year is determined by the amount, if any, which you actually contribute to the Plan. Your contribution will be matched dollar-for-dollar with an allocation from the GM matching contribution to the Plan.

Your Contributions . . .

to the Plan, if any, are voluntary. As an eligible employee, you will receive an automatic allocation of shares of GM common stock under the Plan whether or not you contribute to the Plan. However, by electing to contribute, you have the opportunity to increase your acquisition of shares for any year in which you do contribute.

The smallest amount you may contribute in any year is called your Minimum Matching Amount. This is your prorated portion of the maximum amount which General Motors is permitted to contribute to the Plan for matching purposes under the tax law.

For example, if your eligible compensation for a year is \$20,000 and the Minimum Matching Amount for the year is \$1.00 worth of GM common stock for each \$1,000 of eligible compensation, you could contribute \$20 to the Plan and receive an additional \$40 worth of GM common stock for that year (your \$20 matched with GM's \$20).

It may be possible for you to contribute more than your Minimum Matching Amount in a year. If you wish to contribute an additional amount, you may declare your desire to contribute 2, 3, 4 or 5 times your Minimum Matching Amount on the form provided to you. However, you will have the opportunity to make such additional contributions only to the extent that some employees decide not to contribute to the Plan.

The Minimum Matching Amounts of any employees who choose not to contribute to the Plan will be allocated among those eligible employees who wish to contribute additional amounts. In this allocation, all employee contributions of 2 times the Minimum Matching Amount will be accommodated before any contributions of 3 times such amount, and so on. In this manner, until the total amount of the available GM matching contribution has been allocated among all employees who elect to contribute additional amounts.

Therefore, the actual amount which you are permitted to contribute to the Plan may be less than the amount you elect to contribute.

As soon as practicable after you submit your completed contribution election form, you will receive a statement from General Motors indicating the amount you will be permitted to contribute for the plan year. Your contribution then would be made by means of payroll deductions.

To illustrate . . .

how the Plan works, the chart which follows shows some typical annual automatic and matching allocations at various levels of annual earnings. For purposes of these examples, an employee contribution of the Minimum Matching Amount is assumed.

Your GM Earnings	Your Assets Under the GM Automatic Contribution	Your Assets Under the GM Matching Contribution*	Your Annual Total Assets If You Contribute†	
	Automatic Allocation at \$2 per \$1,000	Your Contribu- tion at a Minimum Match- ing Amount of \$1 per \$1,000	Matching Allocation	
\$ 15,000	\$ 30	\$ 15	\$ 15	\$ 60
20,000	40	20	20	80
25,000	50	25	25	100
30,000	60	30	30	120
35,000	70	35	35	140

*If you should elect not to contribute, this column would not apply to you. Keep in mind that contributions of up to 5 times your Minimum Matching Amount may be possible if sufficient GM matching contribution amounts are available.

Dividends

Dividends paid on GM common stock held for you by the trustee will be invested in GM common stock and allocated to your account. Additional shares acquired through dividends will be allocated to your account as soon as practicable.

Nonforfeitality

All shares (including fractional shares) of GM common stock allocated to your account will be nonforfeitable.

Withdrawals

Withdrawals from the Plan are not permitted.

Distribution

Distribution of your account is made after retirement or other termination of employment.

Generally, you will receive two distributions following your retirement or other termination of employment. The first distribution will be in February following the year of termination and will consist of your entire account balance at that time. In February of the second year following the year of termination, the amount allocated to your account for the year in which your employment terminates will be distributed to you.

Distribution will be made to you in shares of GM common stock. Any fractional share in your account will be paid to you in cash. In the event of

your death, the distribution will be made to the beneficiary designated by you or, if you have not designated a beneficiary, to your estate.

Voting Rights

You will be extended the right to vote, through the trustee, all shares (including fractional shares) allocated to your account in the trust on the record date for voting at each Annual Meeting of Stockholders.

You may exercise your right to vote by completing, signing and forwarding a voting instruction card to the trustee, who will vote by proxy with proper precautions to preserve the complete confidentiality of your vote.

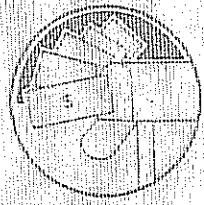
Designation of Beneficiaries

You will be asked to complete a written designation of beneficiary or beneficiaries. This may be changed by you at any time.

Your beneficiary or beneficiaries will receive, in the event of your death, all or part of the assets in your account in accordance with your designation. Assets in your account not affected by your designation, or all of the assets in your account in the absence of such a designation, will be distributed to your estate.

Annual Statement

Each year you will be furnished a statement showing the assets credited to your account.



While You Are Disabled and Unable to Work

If you become disabled and are unable to work you may be approved for a disability leave of absence. To be granted a disability leave, you must furnish satisfactory medical evidence that you are unable to discharge your job responsibilities as a result of disability.

In the usual case, you will continue to receive your regular salary for the first week of your disability. Thereafter, while you remain disabled and furnish medical evidence satisfactory to General Motors and the insurance company, you may receive salary continuation and insured sickness and accident benefits, followed by extended disability benefits. Social Security disability insurance benefits also may become payable.

If you are totally and permanently disabled, monthly benefits also may be payable to you from the Group Insurance Program, the Retirement Program, and personal accident insurance. In addition, you may receive a distribution of your accounts, if any, under the Savings-Stock Purchase Program and Employee Stock Ownership Plan.

If you lose a bodily member or your eyesight through accidental means, additional benefits may be payable under your extra accident insurance and under personal accident insurance.

General Motors pays the full cost of your GM disability insurance (except personal accident) while you are at work or are on an approved disability leave of absence.

SICKNESS AND ACCIDENT BENEFITS

For Employees in Classified Salaried Positions

You Are Covered

for sickness and accident benefit insurance on the first day of the fourth month following the month in which you commence working with General Motors. If you are not at work on the date your insurance would otherwise start, coverage commences on the day you return to work.

While You Are Unable to Work

because of sickness or injury and you are under the care of a doctor, sickness and accident benefits may be payable for as long as 12 months.

Sickness and accident benefits also may be payable if you are disabled from surgery for sterilization, or if you are hospitalized for testing to determine suitability to be a donor for an organ or tissue transplant.

To Receive Sickness and Accident Benefits

you must give written notice of any injury or sickness within 20 days after the accident causing your injury or the onset of sickness.

Sickness and Accident Benefits Begin

after a 7-day waiting period (during which your salary may be continued).

Monthly Benefit Amounts . . .

are equal to 60% of your monthly base salary for periods of disability prior to the day you attain one year's length of service, and 75% thereafter, if you are otherwise eligible for sickness and accident benefits. Base salary, for this purpose, includes premium for necessary continuous 7-day operations but does not include overtime, night shift premium, or any cost of living allowance. Benefits are payable on your regular pay-day. These benefits are supplemented by salary continuation as shown in the table on page 31.

Duration of Benefits . . .

is based on your GM length of service or years of participation, if greater (see page 46).

For each month of service, you may receive one monthly benefit, up to a total of 12 monthly benefits.

If your GM service is less than 12 months, benefits nevertheless may continue for up to 12 months while you are hospitalized or while you are receiving workers compensation payments from General Motors.

If you return to work before the end of the maximum period for which you are eligible to receive sickness and accident benefits and are absent again because of the same or a related disability within three months, benefits pick up where they left off. If your second absence results from a different disability, the first absence does not affect the benefits or waiting period for the second absence.

EXTENDED DISABILITY BENEFITS

For Both Classified and Unclassified Employees

If you are still disabled after you receive sickness and accident benefits or salary continuation payments for the maximum period, or if you become disabled while on layoff and are still disabled after you receive layoff benefits for the maximum period, you may be eligible to receive monthly extended disability benefits.

Sickness and Accident

Benefits Are Reduced By . . .

certain workers compensation or any unemployment compensation payments to which you are entitled for the same period that you receive sickness and accident benefits.

To Apply for Sickness and Accident Benefits . . .

you must complete a claim form provided by General Motors for that purpose and return it to your GM unit.

Employees in Unclassified Salaried Positions . . .

who become totally disabled may have all or part of their salary continued for up to 12 months while disabled, reduced by the amount of any Social Security disability insurance benefits received for the same period of disability.

In Certain States . . .

employees in either classified or unclassified salaried positions may be eligible under a statutory disability benefits law for disability benefits for time lost from work. If you are an employee working in California, Hawaii, New Jersey, New York, Puerto Rico, or Rhode Island, certain modifications in your sickness and accident benefits or salary continuation payments during disability are explained in a special enclosed insert.

You Are Covered . . .

for extended disability benefit insurance on the first day of the fourth month following the month in which you commence working with General Motors.

**To Receive Extended
Disability Benefits . . .**

you must be totally disabled so as to be unable to engage in any regular employment with General Motors at the location where you last worked, and must not be working elsewhere.

Monthly Benefit Amounts . . .

are equal to 60% of your monthly base salary. Base salary for this purpose, includes premium for necessary continuous 7-day operations but does not include overtime, night shift premium, or any cost of living allowance.

Duration of Benefits . . .

is based on your GM years of participation (see page 46).

- If you have 10 or more years of participation when you become disabled . . .

benefits are payable until recovery, but not beyond age 65.*

- If you have less than 10 years of participation when you become disabled . . .

benefits are payable until recovery — or if less, for a period equal to your years of participation at the commencement of disability (less the period during which sickness and accident benefits or salary continuation payments are received), but not beyond age 65.*

**Extended Disability Benefits
Are Reduced By . . .**

any Part A benefits and Part B supplementary benefits (see page 11) for which you may be eligible under the Retirement Program and any benefit for which you are eligible under a GM Pension Plan. In addition, governmental benefits such as workers compensation, certain Social Security benefits or any federal or state lost-time disability benefits are deductible. Increases in any of these benefits payable after extended disability benefits commence will not be deducted unless the increase represents an adjustment in the original determination of the amount of such benefit.

**A Monthly Special
Benefit Equal To . . .**

\$8.70 for months on or after October 1, 1979

\$9.20 for months on or after October 1, 1980

\$9.70 for months on or after October 1, 1981

will be payable to employees who are eligible to receive extended disability benefits, are not retired, and are enrolled in Medicare Part B.

**To Apply for Extended
Disability Benefits . . .**

you must complete a claim form provided by General Motors for that purpose and return it to your GM unit.

*However, effective January 1, 1979, if you should become disabled at or after age 63 and become eligible for extended disability benefits, benefits will be payable for up to 12 months, but not beyond age 70.

ILLUSTRATION OF SALARY CONTINUATION, SICKNESS AND ACCIDENT BENEFITS (S&A) AND EXTENDED DISABILITY BENEFITS (EDB)

TYPES OF DISABILITY PAYMENTS FOR PERIODS SHOWN BELOW				
LENGTH OF SERVICE	Full salary [*]	S&A and salary combined equal to full salary [*]	Maximum S&A benefits payable ^{**}	Maximum EDB payable
LESS THAN 1 YEAR	1st week	—	Up to 12 months	None
1 YEAR TO 5 YEARS	1st week	next 7 weeks	12 months	For a period equal to years of participation (if under 70) — less — the period S&A and/or salary continuation paid but not beyond age 65
5 YEARS TO 10 YEARS	1st week	next 12 weeks	12 months	—
10 OR MORE YEARS	1st week	next 25 weeks	12 months	To age 65 ^{***} (if years of participation are 10 or more)

^{*}For this purpose, full salary includes base salary, cost of living allowance, and premium for necessary 7-day operations, but does not include overtime or night shift premium.

^{**}Employees in unclassified positions may have all or part of their salary continued for up to 12 months. They are not eligible for S&A.

^{***}Effective January 1, 1979, an employee disabled at or after age 63 who becomes eligible for extended disability benefits may receive benefits for up to 12 months, but not beyond age 70.

TOTAL AND PERMANENT DISABILITY BENEFITS

Monthly Instalment Payment of Your Basic Life Insurance . . .

may be elected if you have less than 10 years of participation and you become totally and permanently disabled before age 70 or the end of the month in which your length of service is broken, if earlier.

Monthly instalments, equal to the final monthly extended disability benefit amount payable, may commence after you have received your final monthly extended disability benefit.

Monthly payments will continue until the total amount paid equals the amount of your basic life

insurance or \$100,000, if less. If the amount of your basic life insurance exceeds \$100,000, the excess will be canceled immediately prior to the commencement of the monthly payment and you will be entitled to convert the excess amount to an individual policy (see page 48).

Your designated beneficiary will be paid the remaining unpaid amount if you should die before you receive the full amount of your basic life insurance.

To Apply for Instalment
Payment of Your Life
Insurance . . .

you must complete a claim form provided by General Motors for that purpose and return it to your GM unit.

Your Basic Life, Extra Accident, and Survivor Income Benefit Insurance Will Be Continued . . .

at no cost to you while you are totally and permanently disabled prior to age 65 if you have 10 or more years of participation. At age 65, your extra accident and survivor income benefit insurance will be canceled and your basic life insurance will be reduced (see page 36).

Unreduced Retirement Program
Benefits May be Payable . . .

for the rest of your life if you are under age 65, with 10 or more years of credited service (see page 14).

Savings-Stock Purchase Program
and Employee Stock Ownership Plan
Accounts May Be Distributed . . .

regardless of your age or the length of your GM service if you are participating in these plans. All assets in your accounts, including all GM contributions, may be distributed in lump sums.

YOU MAY BE ASKED TO BE EXAMINED BY . . .

a doctor, clinic, or other medical authority for the purpose of verifying disability at any time you may be eligible to receive sickness and accident benefits, extended disability benefits or instalment payments of life insurance. Generally, if you are found able to work, your benefits will be

discontinued. Failure to report for the examination may affect your eligibility for benefits. You will be reimbursed at 17¢ per mile for travel to and from the examination if your residence is 40 or more miles (one-way) from the examiner's office.

SOCIAL SECURITY DISABILITY INSURANCE BENEFITS

If you become disabled before age 65, you may be eligible for disability insurance benefits from Social Security. Your nearest Social Security office can tell you if you qualify. Benefits may be payable after you have been disabled for five full calendar months. However, you do not have to wait five months to apply.

The amount of Social Security benefits payable because of disability is generally in accord with the schedule set forth on page 18 for benefits payable at age 65.

EXAMPLE OF GM DISABILITY INCOME BENEFITS

An employee age 57, earning a base salary of \$2,000 per month with 11 years of service who becomes totally and permanently disabled would receive:

- Salary continuation and sickness and accident benefits equal to \$2,000 per month plus cost of living allowance for the first 6 months.
- Monthly sickness and accident benefits of \$1,500 (75% of salary) for the next 6 months, followed by:
- Monthly extended disability benefits of \$1,200 (60% of salary) until age 65. This amount would include disability benefits from other sources such as Part A and Part B supplementary retirement benefits and Social Security disability insurance benefits. Any Part B primary retirement benefits would be in addition.
- Monthly total and permanent disability benefits payable for life under the Retirement Program.
- Entire account balance under the Savings-Stock Purchase Program and the Employee Stock Ownership Plan.

ADDITIONAL INSURANCE BENEFITS—FOR ACCIDENTAL INJURY

Your Extra Accident Insurance

equal to one-half of your basic life insurance (as described on page 35), provides lump sum payments for bodily injuries (severance of a hand at or above the wrist joint or a foot, at or above the ankle joint, or the permanent loss of the sight of an eye) by accidental means if the loss occurs within two years of the accident. For any one of these losses, you may receive one-half of your extra accident insurance. Your full extra accident insurance may be paid to you if you should suffer two or more such losses. Extra accident insurance benefits are payable whether you are injured on or off the job. The loss cannot be due to disease, self-inflicted injury or any act of war.

If the Loss Occurs While You Are On Company Business . . .

an additional benefit may be paid equal to the amount of your extra accident insurance that is payable.

To Apply for Extra Accident Insurance Benefits . . .

you must complete a claim form provided by General Motors for that purpose and return it to the GM unit where you last worked.

Personal Accident Insurance . . .

also provides lump sum payments for loss of body members or eyesight as the result of an accident. Detailed information and enrollment cards are contained in the booklet, "Personal Accident Insurance."

OTHER BENEFIT PROGRAM COVERAGES WHILE ON DISABILITY LEAVE

Health Care Coverages

Your Health Care coverages (including dental) will continue to be provided at GM expense while you are on an approved disability leave and totally and continuously disabled. If you had

less than six months of service when your leave commenced, you must share the cost.

You may continue your comprehensive medical expense insurance coverage by paying the usual monthly employee contribution for as long as your basic coverages remain in effect.

Savings-Stock Purchase Program

You may continue regular monthly savings for up to one year while you are on an approved disability leave.

GM contributions continue to earn out while you are on disability leave.

Life and Disability Insurance

For any period during which you are entitled to receive sickness and accident benefits or salary continuation payments while you are totally disabled, basic life, extra accident, survivor income benefit, sickness and accident, and extended disability benefit insurance will be continued at no cost to you.

Thereafter, these coverages may be continued while you are totally and continuously disabled and remain on an approved disability leave of absence, but not to exceed the period equal to your years of participation (see page 46) as of the first day of disability. Also, such insurance may be continued while you are entitled to

receive monthly extended disability benefits after cancellation of your disability leave because the period of such leave equaled your length of service. General Motors will pay the full cost of your insurance during these periods.

You must pay the required monthly contributions to continue optional and dependent group life insurance while your basic life insurance remains in force.

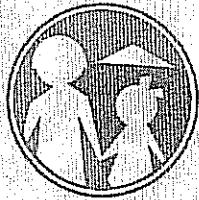
Personal Accident Insurance

You may continue this coverage on yourself and any eligible dependents for 12 to 24 months, depending on the method you use to pay premiums and the premium due date.

Retirement Program

You may continue to make regular monthly contributions to Part B for up to one year while on an approved disability leave.

You may continue to accrue credited service for up to 11 months while on an approved disability leave as explained on page 12.



In the Event of Death

Your survivors may become eligible for benefits under both the GM Insurance Program and the GM Retirement Program. In addition, coverage is available for your spouse and dependents under the Insurance Program.

GM INSURANCE PROGRAM BENEFITS

You are eligible for basic life, extra accident, and survivor income benefit insurance on the first day of the month following the month in which you commence working with General Motors. In addition, these coverages will be provided for an employee who dies, prior to becoming insured, as a result of accidental bodily injuries caused solely by employment with General Motors.

If you are not at work on the date your insurance coverages would otherwise start, such coverages start the day you return to work.

General Motors pays the full cost of this insurance while you are at work.

You may increase the amount of your survivor benefits by enrolling for optional group life insurance or personal accident insurance, or both. You pay the cost of these additional coverages.

YOUR BASIC LIFE INSURANCE PRIOR TO AGE 65 . . .

is equal to 24 times your monthly base salary. Base salary, for this purpose, includes premium for necessary continuous 7-day operations but does not include overtime, night shift premium or any cost of living allowance.

You have the right to designate your beneficiary or beneficiaries and to change your beneficiary designation at any time.

Basic life insurance benefits are payable to your designated beneficiary if you should die from any cause while covered for life insurance. Your beneficiary may elect to receive benefits in a lump sum or in monthly instalments under one of the optional income plans.

YOUR EXTRA ACCIDENT INSURANCE . . .

is provided while you are insured for basic life insurance to age 65 and is equal to one-half of your basic life insurance.

If you should die as the result of an accident while covered for extra accident insurance, your beneficiary will receive this insurance in addition to any other benefits payable in the event of death.

For extra accident insurance to be payable, your death must occur within one year following the accident and must not be due to disease, self-inflicted injury or any act of war.

IF DEATH SHOULD OCCUR AS THE RESULT OF AN ACCIDENT WHILE ON COMPANY BUSINESS . . .

an additional benefit will be paid equal to the amount of your extra accident insurance that is payable.

To Apply for Life and Extra Accident Insurance Benefits . . .

a beneficiary must make a claim on a form provided by General Motors for that purpose and return it to the GM unit where you last worked.

YOUR SURVIVOR INCOME BENEFIT INSURANCE . . .

is in force while you are insured for extra accident insurance and provides monthly payments in addition to your basic life and extra accident insurance. Two kinds of survivor income benefits are provided to eligible survivors of employees: a transition benefit and a bridge benefit.

- **A Transition Benefit . . .**

of \$300 per month may be payable to your eligible survivors for up to 24 months.

However, the transition benefit will be \$175 if the survivors are or become eligible for certain Social Security benefits.

- **A Bridge Benefit . . .**

of \$300 per month may be payable to your surviving spouse. To be eligible she or he must be at least age 45, or your surviving spouse's age, when combined with your years of participation, must total 55 or more, on the date of your death. In either case, your surviving spouse must have been married to you for at least one year.

The bridge benefit will begin after payment of the 24th transition benefit. Bridge benefits cease if the surviving spouse remarries or attains age 62 or the age at which full widow's or widower's insurance benefits or old age benefits become payable under Social Security, or dies.

Bridge benefits are not payable for any month for which a surviving spouse could qualify for a mother's or father's insurance benefit under Social Security, whether or not she or he actually receives the mother's or father's benefit.

To Apply for Survivor Income Benefits . . .

An eligible survivor must make a claim on a form provided by General Motors for that purpose and return it to the GM unit where you last worked.

- **An Eligible Widow or Widower . . .**

may waive survivor income benefits in order to receive a higher monthly benefit under the GM Retirement Program.

The waiver can become effective as early as the first day retirement benefits are payable if the

waiver is received by General Motors on or before the date the survivor applies for survivor income benefits. The waiver may be terminated at any time. The termination will become effective the first day of the second month following receipt by General Motors of appropriate notice from the survivor.

CONTINUING INSURANCE AFTER AGE 65

If you have 10 or more years of participation (see page 46) when you reach age 65, your basic life insurance will be continued without cost to you for your lifetime. However, the amount of your basic life insurance will be reduced each month by 2% of the amount you had in force at age 65 until the amount equals 1½% for each year of participation times the amount in force at age 65.

For example, an employee with 30 years of participation who has \$50,000 of basic life insurance at age 65 would have \$22,500 of continuing life insurance after all reductions, as follows:

$$1\frac{1}{2}\% \times 30 = 45\% \times \$50,000 = \$22,500.$$

While you are at work for General Motors after age 65, your basic life insurance is continued for you subject to the age 65 reduction provisions. However, effective January 1, 1979, years of participation which you accrue after age 65 and any changes in your monthly base salary after age 65 will be used in determining the amount of continuing life insurance. Extra accident, survivor income benefit, sickness and accident and extended disability benefit insurance continue while you are in active service so long as basic life insurance remains in force.

If you terminate employment with General Motors for any reason after age 65, your extra accident, survivor income benefit, sickness and accident and extended disability benefit insurance coverages are canceled at the time you terminate employment. Your basic life insurance also is canceled if you do not have 10 years of participation at the time you terminate employment.

IN ADDITION TO THE COVERAGES PROVIDED AT NO COST TO YOU, THE FOLLOWING PROTECTION IS AVAILABLE UNDER THE INSURANCE PROGRAM:

Optional Group Life Insurance

You May Enroll for Optional Group Life Insurance . . .

in amounts of \$5,000, \$10,000 or \$15,000 or 1, 2, 3, 4 or 5 times your annual base salary. Annual base salary, for this purpose, equals 12 times your monthly base salary. Base salary includes premium for necessary continuous 7-day operations but does not include overtime, night shift premium or any cost of living allowance.

This insurance is in addition to your basic life insurance and is available to regular employees with 6 or more months of service while basic life insurance is in force.

You have the right to designate your beneficiary or beneficiaries. The beneficiary need not be the same as you designated for your basic life insurance.

You Contribute . . .

the full cost of optional group life insurance. Your local insurance office can advise you of the current monthly contribution rate for your age group. Rates are subject to change by the insurance company.

When You Attain Age 66 . . .

the amount of optional group life insurance in force on your 65th birthday will be reduced by 20% and by a like amount each year to age 70. You will be required to contribute for the coverage remaining in force. No optional group life insurance will be provided after the end of the month in which you attain age 70.

Additional Information . . .

concerning optional group life insurance is available in the enrollment folder which describes this coverage.

Dependent Group Life Insurance

Effective January 1, 1980, Increased Dependent Group Life Insurance Became Available . . .

which will provide up to \$50,000 on your spouse and up to \$10,000 on each eligible child in increments of \$10,000 and \$2,000, respectively, if you elect to enroll.

You are eligible for this coverage if you are insured for at least \$5,000 of optional group life insurance and have an eligible dependent.

You are the beneficiary for dependent group life insurance. Benefits are payable to you in a lump sum if an eligible dependent should die from any cause while you are insured for dependent group life insurance.

An eligible dependent includes your spouse, and dependent children over 14 days of age who are eligible to be covered for basic Health Care coverages (excluding sponsored dependents).

You Contribute . . .

the full cost of dependent group life insurance. Your insurance office can advise you of the current monthly contribution rate for your age group. Rates are subject to change by the insurance company.

You May Continue . . .

dependent group life insurance to age 70 if you are insured for optional group life insurance. You must pay the required monthly contribution.

Additional Information . . .

concerning dependent group life insurance is available in the enrollment folder which describes this coverage.

Personal Accident Insurance

You May Enroll For Personal Accident Insurance...

In amounts from \$10,000 to \$250,000. You also may enroll your spouse and any eligible dependent children for this insurance. The maximum dependent coverage available is \$100,000 for your spouse and \$30,000 for each child. However, after you are age 70, insurance in force on any person insured may not exceed \$50,000.

You contribute the full cost of personal accident insurance. Your insurance office can advise you of the premium rates.

Benefits are payable to the designated beneficiary if you, your spouse or dependent child die by accidental means provided death was not the result of self-inflicted injury, experimental or test flight in an aircraft, or any act of war.

Detailed information concerning personal accident insurance and enrollment cards are contained in the booklet, "Personal Accident Insurance".

GM RETIREMENT PROGRAM SURVIVOR BENEFITS

In addition to benefits under the GM Insurance Program, your survivors may receive GM Retirement Program benefits under Part A and/or Part B.

If You Die Before Retirement

Part A Automatic Benefit For Your Surviving Spouse

If you die after attaining eligibility to retire voluntarily and have been married at least one year, a lifetime monthly Part A basic benefit may be payable automatically to your surviving spouse.

Your spouse's monthly benefit would be 60% of the monthly Part A basic benefit you would have received had you retired voluntarily and elected the survivor option.

Part B Optional Benefit For Your Surviving Spouse

You may elect this option on a form provided by the personnel department when you first become eligible to participate in Part B of the Program, provided you are then married. If you marry thereafter, you may elect this option on a form provided by the personnel department to become effective after one year of marriage.

If you die while this option is in effect, your surviving spouse will receive a monthly benefit equal to 60% of your unreduced accrued Part B primary and supplementary benefits.

FOR EXAMPLE...

suppose you have this Part B survivor option in effect and you die in October 1981 at age 50 before you are eligible to retire voluntarily. You and your spouse are the same age, your average monthly base salary is \$2,000, you have contributed \$7,000 to Part B of the Program, and have 25 years of credited service. Your spouse would receive monthly benefits equal to 60% of your accrued Part B benefits, or, in this case, an estimated \$250 a month for life.

If you are eligible to retire voluntarily on the date of your death and have this option in effect, your surviving spouse would receive 60% of the accrued Part B primary and supplementary benefit *plus* the Part A survivor benefit (or survivor income benefits under the GM Insurance Program as discussed on pages 35 and 36).

This option generally remains in effect until you are eligible to elect the survivor option after retirement, your employment terminates, you become divorced, you submit to General Motors your written revocation of the election, you are transferred to the hourly rolls for one year, or you withdraw from Part B of the Program.

If You Die After Retirement

Part A Basic and Part B Surviving Spouse Benefits

When you retire, you have the option to provide lifetime monthly benefits for your eligible surviving spouse after your death. This option will not be effective prior to one full year of marriage. If you elect the surviving spouse option, your benefits will be reduced by 5% provided the age difference between you and your spouse is not more than 5 years. If the age difference exceeds 5 years, your benefits will be further adjusted. Your surviving spouse's monthly benefit would be 60% of the monthly Part A basic and/or Part B benefits payable to you.

Generally, this survivor option becomes effective on the date you retire. However, if you retire due to disability before age 55 with less than 30 years of credited service, this option becomes effective at age 55. Prior to age 55, the following would apply:

- Under Part A, you may provide your spouse an actuarially determined 50% joint and survivor option (described below); and
- Any Part B optional benefit for your surviving spouse (described on page 38) would continue in effect until you attain age 55.

If you outlive your spouse or are divorced, you may cancel the Part A survivor option.

After retirement you may revoke both Part A and Part B survivor options. Consent of General Motors and/or the Metropolitan Life Insurance Company is necessary for any revocation while your spouse is alive.

If you cancel or revoke the option, your future benefits will be restored, upon application on a form available in the personnel department, to the amount payable without the option. Your previously designated survivor no longer would be eligible for a benefit.

If you marry or re-marry after you retire, you may elect the surviving spouse option under Part A of the program for your new spouse. This option is available only if you had not rejected the surviving spouse option for a previous spouse when it first was made available to you. The marriage or re-marriage provision is not applicable to Part B benefits.

If Your Spouse Is Receiving A Survivor Income Benefit . . .

under the GM Insurance Program, the Retirement Program Part A surviving spouse benefit will not be payable while monthly survivor income benefits are payable under the GM Insurance Program.

Special Benefit

When your surviving spouse is receiving a monthly Part A retirement benefit, the special benefit described on pages 17 and 18 also becomes payable upon attainment of age 65. This benefit can become payable prior to age 65, upon application, if your surviving spouse is receiving a monthly Part A retirement benefit and is enrolled for Part B of Medicare under Social Security.

Part A Basic and Part B Joint and Survivor Benefits—All Retirements

As an alternative to the surviving spouse option, you may elect a joint and survivor option. Under this option, all or any part of your reduced monthly Part A basic and Part B benefits may be continued to any beneficiary you designate. For further information on this option, contact your personnel department.

Part A Joint and Survivor Option—Disability Retirement

If you retire due to total and permanent disability before age 55 with less than 30 years of credited service, you may provide a 50% joint and survivor (J&S) option for your spouse. The J&S option would pay your spouse 50% of your actuarially reduced monthly Part A basic benefit in the event you die before your spouse.

This option is applicable only if you are married on the date of the option election and throughout the one year period ending on the date of your death. Moreover, except for accidental death, J&S benefits are not payable if you die within two years of the date of the option election. Benefit payments to the survivor commence on the first of the month following the month you would have attained age 55. J&S benefits are not payable while monthly survivor income benefit insurance is payable under the GM Insurance Program.

Once the J&S option becomes effective, it cannot be canceled until age 55. If your spouse should die or you are divorced before age 55, your benefits would continue to be reduced for your lifetime.

The regular survivor option (described on page 39) becomes available on the first of the month

HEALTH CARE BENEFITS FOR SURVIVORS

If You Die Before You Are Eligible To Retire Voluntarily . . .

your surviving spouse and dependent children are eligible while receiving survivor income benefits to be covered for the same Health Care coverages (except vision and dental) as were available to you. The full cost of this protection must be paid for by the surviving spouse. However, if he or she is eligible for a bridge benefit (as described on page 36), General Motors will pay the full cost for the first six months of basic Health Care protection.

If you were not eligible to retire voluntarily at the time of your death but you had elected the Part B optional survivor benefit and had at least 10 years of credited service under the Retirement Program, your spouse and eligible dependent children will be eligible for continued Health Care coverages (except vision prior to October 1, 1980). General Motors will continue to pay for basic coverages and for most of the cost of comprehensive medical expense insurance coverage. General Motors also will continue these coverages if you die as a result of accidental bodily injury caused solely by employment with General Motors. Health Care coverages will cease if your surviving spouse remarries or dies.

SAVINGS STOCK PURCHASE PROGRAM BENEFITS FOR SURVIVING SPOUSE

If you die while employed, and your surviving spouse is your beneficiary under this Program, he or she will receive your entire account balance, including all GM contributions.

following your attainment of age 55, whether or not you reject the J&S option. This means that you may reject the J&S option prior to age 55 and elect the regular survivor option at age 55.

A surviving spouse age 65 or older who is eligible but not enrolled for Medicare Part B coverage is not eligible for GM payment for any Health Care coverages.

If You Die After Retirement Or After You Are Eligible To Retire Voluntarily . . .

all Health Care coverages (except vision prior to October 1, 1980) that were available to you will be provided to your surviving spouse and eligible dependent children.

General Motors will continue to pay for basic coverages and for most of the cost of comprehensive medical expense insurance coverage except when you retired voluntarily as early as age 55 and prior to age 60 and your combined years of age and credited service totaled less than 85. In this case your surviving spouse would be required to pay the full monthly cost of these coverages.

A surviving spouse age 65 or older who is eligible but not enrolled for Medicare Part B coverage is not eligible for GM payment for any Health Care coverages.

In lieu of a lump sum settlement, your surviving spouse may convert all or part of the eligible assets to a lifetime annuity, provided your surviving spouse was the beneficiary of at least \$5,000 of assets eligible for such conversion.

EMPLOYEE STOCK OWNERSHIP PLAN

In the event of your death, your designated beneficiary or estate will receive all assets to which you would have been entitled following termination of employment (see page 48).